

A. G. Contract No. KR89-2712-TRD  
ECS File: JPA-89-128  
Project: 17MA210 H2493 01C  
Section: I-17 Thunderbird TI

INTERGOVERNMENTAL AGREEMENT

602-1

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 14 November, 1991,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PHOENIX, acting by and through its City Council (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Charter Chapter 2, Section 2 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

3. State and City desire to construct improvements to the  
I-17 and Thunderbird Road Traffic Interchange for the benefit  
of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. <u>16219</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/14/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Henry B. Green</u>

## II. SCOPE OF WORK

### 1. State will:

a. Design traffic signal modifications if required for the project, at State expense.

b. Coordinate with the Federal Highway Administration as required.

c. Be responsible for the cost of the improvements within the State access control limits, in an amount estimated at \$150,000 for the total project. Reimburse City within 60 days after receipt of invoice. Be responsible for any contractor claims for extra compensation attributable to State.

d. Review City plans and provide comments as appropriate.

### 2. City will:

a. Design east bound right-turn lane improvements (along south side of Thunderbird Road), incorporate State's traffic plans, call for bids and award one or more construction contracts. Administer same and make all payments to contractor. Invoice State for State's share of the improvements. Be responsible for any contractor claims for extra compensation attributable to City.

b. Incorporate State's design review comments as appropriate.

c. Be responsible for the cost of improvements outside States access control limits, in an amount estimated at \$2,700,000.

d. Upon completion and acceptance, maintain the project in accordance with the Master Maintenance Agreement filed with the Secretary of State under No. 15557.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 222E, Mail Drop 616E  
Phoenix, AZ 85007

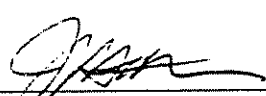
City of Phoenix  
Street Transportation Department  
125 E. Washington Street  
Phoenix, AZ 85004

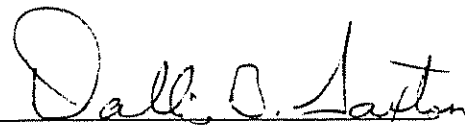
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal  
Corporation,

STATE OF ARIZONA  
Department of Transportation

By   
JAMES H. MATTESON, P.E.  
Street Transportation Director

By   
ROBERT P. MICKELSON, P.E.  
~~For~~ Deputy State Engineer

Attest:

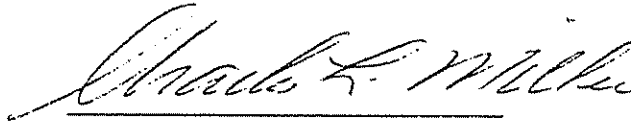
By   
City Clerk

2412j  
27SEP91

RESOLUTION

BE IT RESOLVED on this 16th day of October 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to construct improvements to the I-17 and Thunderbird Traffic Interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

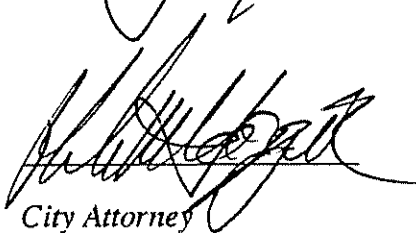
A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 9th day of July, 1991.

  
**ACTING** City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert E. Corbin~~  
GRANT WOODS

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR~~91~~89-2712TRD an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6<sup>th</sup> day of November, 1991.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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GREEN — CITY CLERK  
 WHITE — CITY ATTORNEY  
 BLUE — CITY MANAGER  
 PINK — ACCOUNTS NOTIFICATION  
 CANARY — DEPARTMENT NOTIFICATION  
 BUFF — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA

## REQUEST FOR COUNCIL ACTION

ALL RCAS MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1906

1. To the City Manager:

DATE August 7, 1991

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION

AGREEMENT WITH THE STATE OF ARIZONA  
 BLACK CANYON FREEWAY AND THUNDERBIRD ROAD TRAFFIC INTERCHANGE

(Council District #2)

This request authorizes the City Manager to sign an agreement with the State of Arizona through its Department of Transportation (ADOT) to construct improvements to the Black Canyon Freeway and Thunderbird Road traffic interchange.

The City's Major Street Program has scheduled Thunderbird Road from 35th Avenue to 19th Avenue for improvements in fiscal year 1992-93.

Arizona Department of Transportation has requested that the City construct a right-turn lane on eastbound Thunderbird Road approaching the Black Canyon Freeway.

The City will design and construct the right-turn lane with the Thunderbird Road improvements.

Arizona Department of Transportation will reimburse the City an estimated amount of \$150,000 for the right-turn lane improvements. There is no cost to the City for the improvements as requested by ADOT.

2. Bid Bond (Surety) Required?

☐ Yes ☒ No

3. Bond submitted by low bidder?

☐ YES ☒ NO

4. Performance Bond (Surety) Required?

☒ No

5. SOURCE OF FUNDS:

INDEX CODE

SUBJECT

PROJECT

None

☐ BUDGETED ☐ SUPPLEMENTAL ☐ CONTINGENCY

12. Recommended by:

Department  
Function:

St. Trans./Freeway Coordination

Division Head  
SignatureDepartment Head  
Signature

James H. Matheson, P.E./St. Trans. Dir

6. Emergency Clause?

☐ YES ☒ NO

7. Requested by:

Phone #

Robert Bortfeld 5581

8. WP Document #:

0208105

9. Desired Agenda Date:

13. Approved as to availability of funds:

MANAGEMENT &amp; BUDGET DIRECTOR

14. Approved:

Deputy CITY MANAGER

10. Formal contract required?

☐ Yes ☒ No

11. Requisition #:

Previous contract #

15. Council action taken:

Formal action:

RESOLUTION NO

ORDINANCE NO

DATE

8-28

1991

CONTRACT NO

60241

5355

F-6114/2766

CITY CLERK'S FILE NO